

Local Form 3015-1 (1/22)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Quinton Jamahl Duruji
Davina Monique Duruji

Case No. **22-41034**

CHAPTER 13 PLAN ☒ Modified

Dated: **October 19, 2022**

Debtor.

In a joint case, debtor means debtors in this plan.

Part 1. NOTICE OF NONSTANDARD PLAN PROVISIONS, SECURED CLAIM LIMITATIONS, AND LIEN OR SECURITY INTEREST AVOIDANCE: Debtor must check the appropriate boxes below to state whether or not the plan includes each of the following items:

| | | | |
|-----|---|--|--|
| 1.1 | A limit on the amount of a secured claim based on a valuation of the collateral for the claim, set out in Parts 9 or 16 | <input type="checkbox"/> Included | <input checked="" type="checkbox"/> Not included |
| 1.2 | Avoidance of a security interest or lien, set out in Part 16 | <input type="checkbox"/> Included | <input checked="" type="checkbox"/> Not included |
| 1.3 | Nonstandard provisions, set out in Part 16 | <input checked="" type="checkbox"/> Included | <input type="checkbox"/> Not included |

Part 2. DEBTOR'S PAYMENTS TO TRUSTEE: The initial plan payment is due not later than 30 days after the order for relief, unless the court orders otherwise.

2.1 As of the date of this plan, the debtor has paid the trustee \$ 0.00.

2.2 After the date of this plan, the debtor will pay the trustee:

| Plan payment | Start MM/YYYY | End MM/YYYY | Total |
|---------------------|----------------|----------------|-----------------------|
| \$300.00 | 07/2022 | 04/2027 | \$17,400.00 |
| \$510,000.00 | 05/2027 | 06/2027 | \$1,020,000.00 |
| TOTAL: | | | \$1,037,400.00 |

2.3 The minimum plan length is ☒ 36 months or ☐ 60 months from the date of the initial plan payment unless all allowed claims are paid in a shorter time.

2.4 The debtor will also pay the trustee 0.00.

2.5 The debtor will pay the trustee a total of \$ 1,037,400.00 [lines 2.1 + 2.2 + 2.4]

Part 3. PAYMENTS BY TRUSTEE AND TRUSTEE'S FEES: Prior to confirmation of the plan, the trustee will pay from available funds payments designated as Adequate Protection ("Adq. Pro.") under Parts 8 and 9 to creditors with claims secured by personal property. All other funds will be disbursed by the trustee following confirmation of the plan as soon as is practicable. The trustee will pay from available funds only to creditors for which proofs of claim have been filed. The trustee is not required to retain funds for any claim for which a proof of claim has not been timely filed and may disburse those funds to other claimants. The trustee may collect a fee of up to 10% of plan payments, or \$ 103,740.00 [line 2.5 x .10]

Part 4. EXECUTORY CONTRACTS AND UNEXPIRED LEASES [§ 365] — The debtor assumes the following executory contracts or unexpired leases. Debtor will pay directly to creditors all payments that come due after the date the petition was filed. Cure provisions, if any, are set forth in Part 7.

| | Creditor | Description of Property |
|------------|----------------|----------------------------------|
| 4.1 | Verizon | Phone Device and Services |

Part 5. CLAIMS NOT IN DEFAULT — Payments on the following claims are current. The debtor will pay directly to creditors all payments that come due after the date the petition was filed. The creditors will retain liens, if any.

| | Creditor | Description of Property |
|------------|---------------------------------------|---|
| 5.1 | Hester Ball Family Holdings LP | Vacant Lot Tazewell, TN 37879 Claiborne County Vacant land in Clairborne County, TN See attached Exhibit B |

estimates.

| | |
|-------|---------------------|
| TOTAL | \$274,155.95 |
|-------|---------------------|

filed. The creditors will retain liens, if any. **All following entries are estimates, except for interest rate.**

| | |
|-------|--------------------|
| TOTAL | \$20,785.58 |
|-------|--------------------|

Part 12, Part 13, or Part 14.

| | |
|-------|--------|
| TOTAL | \$0.00 |
|-------|--------|

retain the liens securing their allowed secured claims to the extent provided under 11 U.S.C. §1325(a)(5)(B)(i).

| | |
|-------|--------|
| TOTAL | \$0.00 |
|-------|--------|

Part 10. PRIORITY CLAIMS (not including claims under Part 11): The trustee will pay in full all claims entitled to priority under § 507(a)(2) through (a)(10), including the following. **The amounts listed are estimates.** The trustee will pay the allowed portion of the priority amount listed in the proof of claim.

| | Creditor | Claim Amount | Beginning in mo.yr. | Monthly payment | # of payments | Remaining payments | + amount paid to date by Trustee (mod plan only) | =Total payments |
|-------|--------------------------------|--------------|---------------------|-----------------|---------------|--------------------|--|-----------------|
| 10.1 | Attorney Fees | \$3,000.00 | 07/2022 | \$250.00 | 12 | \$3,000.00 | \$0.00 | \$3,000.00 |
| 10.2 | Internal Revenue Service | \$296,566.63 | 07/2022 | Pro rata | Pro rata | \$296,566.63 | \$0.00 | \$296,566.63 |
| 10.3 | MN Dept of Revenue | \$0.00 | | | | \$0.00 | \$0.00 | \$0.00 |
| 10.4 | State of MN Parent Fee Program | \$18,592.61 | 07/2022 | Pro rata | Pro rata | \$18,592.61 | \$0.00 | \$18,592.61 |
| TOTAL | | | | | | | | \$318,159.24 |

Part 11. DOMESTIC SUPPORT OBLIGATION CLAIMS: The trustee will pay in full all domestic support obligation claims entitled to priority under § 507(a)(1), including the following. **The amounts listed are estimates.** The trustee will pay the allowed portion of the priority amount listed in the proof of claim.

| | Creditor | Claim amount | Beginning in mo./yr. | Monthly payment | # of payments | Remaining payments | + amount paid to date by Trustee (mod plan only) | =Total payments |
|-------|----------|--------------|----------------------|-----------------|---------------|--------------------|--|-----------------|
| | -NONE- | | | | | | | |
| TOTAL | | | | | | | | \$0.00 |

Part 12. SEPARATE CLASSES OF UNSECURED CLAIMS — In addition to the class of unsecured claims specified in Part 13, there shall be separate classes of non-priority unsecured creditors including the following. The trustee will pay the allowed portion of the nonpriority amount listed in the proof of claim. **All following entries are estimates.**

| | Creditor | Undersecured claim amount | Interest Rate (if any) | Beginning in mo./yr. | Monthly Payment | # of Payments | Remaining payments | + amount paid to date by Trustee (mod plan only) | = Total payments |
|-------|----------|---------------------------|------------------------|----------------------|-----------------|---------------|--------------------|--|------------------|
| | -NONE- | | | | | | | | |
| TOTAL | | | | | | | | | \$0.00 |

Part 13. TIMELY FILED UNSECURED CLAIMS — The trustee will pay holders of allowed non-priority unsecured claims for which proofs of claim were timely filed the balance of all payments received by the trustee and not paid under Parts 3, 6, 7, 8, 9, 10, 11, and 12 their pro rata share of approximately \$ 320,559.23 [line 2.5 minus totals in Parts 3, 6, 7, 8, 9, 10, 11, and 12].

13.1 The debtor estimates that the total unsecured claims held by creditors listed in Part 8 and 9 are \$ 0.00 .

13.2 The debtor estimates that the debtor's total unsecured claims (excluding those in Part 8 and 9) are \$ 650,078.85 .

13.3 Total estimated unsecured claims are \$ 650,078.85 [lines 13.1 + 13.2].

Part 14. TARDILY-FILED UNSECURED CREDITORS — All money paid by the debtor to the trustee under Part 2, but not distributed by the trustee under Parts 3, 6, 7, 8, 9, 10, 11, 12, and 13, will be paid to holders of allowed nonpriority unsecured claims for which proofs of claim were tardily filed. Tardily filed claims remain subject to objection pursuant to 11 U.S.C. §502(b)(9).

Part 15. SURRENDER OF COLLATERAL AND REQUEST FOR TERMINATION OF STAY: The debtor has surrendered or will surrender the following property to the creditor. The debtor requests that the stays under §§ 362(a) and §§ 1301(a) be terminated as to the surrendered collateral upon confirmation of the plan.

| | Creditor | Description of Property (including complete legal description of real property) |
|--|----------|---|
| | -NONE- | |

Part 16. NONSTANDARD PROVISIONS: The Trustee may distribute additional sums not expressly provided for herein at the trustee's discretion.

Any nonstandard provisions, as defined in FRBP 3015(c), must be in this Part. Any nonstandard provision placed elsewhere in the plan is void. Any request by the debtor to modify a claim secured only by a security interest in real property that is the debtor's principal residence must be listed in this Part and the debtor must bring a motion to determine the value of the secured claim pursuant to Local Rule 3012-1(a).

| | |
|------|---|
| 16.1 | *The plan is a step plan which will pay as follows: \$300.00 Monthly for 58 months, then \$510,000.00 Monthly for 2 months |
| 16.2 | <p>A proof of claim may be filed by the Internal Revenue Service (IRS) for a claim against the debtor(s) for taxes that become payable to the IRS post-petition, limited to only the tax year for which the bankruptcy case was filed. The trustee shall pay such claim as submitted as funds are available pursuant to 11 U.S.C. Statute 1305.</p> <p>The debtor shall send the Trustee each year during the Chapter 13 Plan, copies of his/her federal and state income tax returns at the time they are filed. If the debtor receives a refund from the federal taxing agency but owes the state taxing agency (or vice-versa), the debtor will net the two out and pay the trustee the amount over \$1,200 for a single filer, or \$2,000 for a joint filer (not including any Earned Income Credit or Working Family Credit). Any additional amounts shall be turned over to the Chapter 13 trustee as additional plan payments.</p> <p>APPROVAL NOT REQUIRED TO INCUR POST PETITION DEBT. Approval by the bankruptcy court, or Chapter 13 trustee, shall not be required prior to debtor incurring ordinary consumer debt while this case is pending. Letters of approval will not be provided by the Chapter 13 trustee and one is not needed for debtor to incur post-petition ordinary consumer debt in Minnesota. All parties in interest retain all rights regarding the treatment of this debt in future modified plans and motions to confirm such plans.</p> <p>Upon the granting of relief from the automatic stay, the trustee shall cease payments on account of the secured portion of the applicable claim. For any claim arising from the granting of relief from the automatic stay, surrender, foreclosure, repossession, or return of any collateral to any creditor listed in Parts 5, 6, 7, 8, 9, 10, 16 or Non-standard provisions, for any reason, including plan modification, the trustee shall pay such claim as a general unsecured claim upon amendment of the applicable claim. Any alleged balance of any claim to such creditor shall be discharged upon the debtor(s) receiving a discharge in this case.</p> <p>All secured creditors being paid direct (outside the Chapter 13 plan) on the plan shall, upon confirmation of the plan, send debtor(s) monthly statements and are authorized to speak to debtor about post-petition payments.</p> |
| 16.3 | <p>*PSB Credit Services, Inc., assignee of PrinsBank, ("PSB"): Debtors shall sell their home located at 1373 45th Avenue Southwest, Willmar, MN 56201 (the "Home") within 6 months of June 28, 2022 (the "Petition date"). Any proceeds from the sale of the Home shall be applied first to any closing costs and mortgage liens against the property and then the balance of the proceeds to any IRS tax liens.</p> <p>Until the Home is sold, Debtors shall make payments to PSB in the amount of \$2020.27 on the 11th day of each month beginning on October 11, 2022. Payments shall be made by automated electronic transfer to PSB. All payments made by the Debtors and received by PSB shall be applied against the indebtedness owed to PSB as follows: first to legal fees and costs, then to accrued interest and late charge, and finally to reduction of principal. Payments will be timely made if PSB receives the payment on the 11th day of each month.</p> <p>The automatic stay imposed by 11 U.S.C. § 362 shall terminate immediately upon confirmation of the plan, with respect to PSB's collateral. Notwithstanding said termination of automatic stay, PSB shall forbear from seeking its collection and foreclosure remedies during the period from confirmation of the Plan to the earlier of December 28, 2022, or a default as described below.</p> <p>A default shall occur under this provision in the event the Debtors fail to timely make any payment described above, fail to provide creditor with a listing agreement for PSB for the Home by September 30, 2022, fail to successfully secure a court order from the bankruptcy court to strip the judgment liens from the collateral by December 15, 2022, or fail to provide an a fully executed agreement with the Internal Revenue Service ("IRS") by December 14, 2022 which releases the IRS lien of the proceeds of the sale of the Home that will be paid to PSB from the sale of the Home.</p> |

SUMMARY OF PAYMENTS:

| Class of Payment | | Amount to be paid |
|--|-----------|---------------------|
| Payments by trustee [Part 3] | \$ | 103,740.00 |
| Home mortgages in default [Part 6] | \$ | 274,155.95 |
| Claims in Default [Part 7] | \$ | 20,785.58 |
| Secured claims subject to modification (cramdown) pursuant to § 506 [Part 8] | \$ | 0.00 |
| Secured claims excluded from § 506 [Part 9] | \$ | 0.00 |
| Priority Claims [Part 10] | \$ | 318,159.24 |
| Domestic support obligation claims [Part 11] | \$ | 0.00 |
| Separate classes of unsecured claims [Part 12] | \$ | 0.00 |
| Timely filed unsecured claims [Part 13] | \$ | 320,559.23 |
| TOTAL (must equal line 2.5) | \$ | 1,037,400.00 |

Certification regarding nonstandard provisions:

I certify that this plan contains no nonstandard provision except as placed in Part 16.

Signed: /s/ Danielle Q. Lin
Danielle Q. Lin 0402579
Attorney for debtor

Signed: /s/ Quinton Jamahl Duruji
Quinton Jamahl Duruji
Debtor 1

Signed: /s/ Davina Monique Duruji
Davina Monique Duruji
Debtor 2 (if joint case)

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Case No: 22-41034

Quinton Jamahl Duruji
Davina Monique Duruji

Debtors.

NOTICE OF CONFIRMATION HEARING

PLEASE TAKE NOTICE that the Confirmation Hearing on the Chapter 13 Plan is scheduled on Thursday, November 17, 2022, at 10:00 a.m., at the U.S. Bankruptcy Court, U.S. Courthouse, Courtroom 8 West, 8th Floor, 300 South 4th Street, Minneapolis, Minnesota.

Any objection to the modified plan filed shall be filed and served not later than 48 hours prior to the time and date set for the confirmation hearing.

Dated this 19th day of October, 2022.

LIFEBACK LAW FIRM, P.A.

/e/ Danielle Q. Lin - #0402579
4480 Erin Drive
Eagan, MN 55122
(612) 843-0525
daniellel@lifebacklaw.com

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Case No. 22-41034

Quinton Jamahl Duruji
Davina Monique Duruji

Debtors.

UNSWORN CERTIFICATE OF SERVICE

I, Timothy A. Torreson, declare under penalty of perjury that on October 19, 2022, I caused to be served the Notice of Confirmation Hearing and Modified Chapter 13 Plan via the CM/ECF system to those parties requesting electronic notification and upon all parties in interest at the addresses set forth in the exhibit which is attached hereto, by first class mail.

Dated: October 19, 2022

/e/ Timothy A. Torreson
Timothy A. Torreson
LifeBack Law Firm, P.A.

Label Matrix for local noticing

0864-4

Case 22-41034

District of Minnesota

Minneapolis

Wed Oct 19 14:07:56 CDT 2022

American Accounts & Advisers

Attn: Bankruptcy

Po Box 250

Cottage Grove MN 55016-0250

United States of America Internal Revenue S

US ATTORNEY'S OFFICE

C/O Erin M. Secord

300 SOUTH FOURTH STREET

ROOM 600

MINNEAPOLIS, MN 55415

American Express National Bank

c/o Becket and Lee LLP

PO Box 3001

Malvern PA 19355-0701

Minneapolis

301 Diana E. Murphy U.S. Courthouse

300 South Fourth Street

Minneapolis, MN 55415-1320

Americo

PO Box 410288

Kansas City, MO 64141-0288

Amex

Correspondence/Bankruptcy

Po Box 981540

El Paso TX 79998-1540

CREDIT FIRST NA

PO BOX 818011

CLEVELAND, OH 44181-8011

Caine & Weiner

Attn: Bankruptcy

5805 Sepulveda Blvd

Sherman Oaks CA 91411-2546

Capital One

Po Box 31293

Salt Lake City UT 84131-0293

Capital One Bank (USA), N.A.

by American InfoSource as agent

PO Box 71083

Charlotte, NC 28272-1083

Capital One N.A

P.O. Box 21887

Eagan MN 55121-0887

(p)CARRIS HEALTH LLC

PO BOX 150

WILLMAR MN 56201-0150

Centra Care Health

1406 6th Ave N

Saint Cloud MN 56303-1900

(p)JPMORGAN CHASE BANK N A

BANKRUPTCY MAIL INTAKE TEAM

700 KANSAS LANE FLOOR 01

MONROE LA 71203-4774

CitiCards Private Label

Citicorp Credit Services; Attn: Centrali

P.O. Box 790034

Kansas City MO 64195

Collection Bureau Of Little Falls

Po Box 246

Little Falls MN 56345-0246

Credit First National Association

Attn: Bankruptcy

Po Box 81315

Cleveland OH 44181-0315

Credit One Bank

Attn: Bankruptcy Department

Po Box 98873

Las Vegas NV 89193-8873

Custom Marble & Granite

310 Atlanti Ave

Grove City MN 56243-1165

Directv, LLC

by American InfoSource as agent

PO Box 5072

Carol Stream, IL 60197-5072

First Premier Bank

Attn: Bankruptcy

Po Box 5524

Sioux Falls SD 57117-5524

Floor to Ceiling Store

8075 Sterling Dr.

Saint Joseph MN 56374-4684

Grand True Valu

2309 US 12 E

Willmar MN 56201-5823

Hester Ball Family Holdings LP

%Roger Ball

PO Box 237

Tazewell TN 37879-0237

Internal Revenue Service

Centralized Insolvency

PO Box 7346

Philadelphia PA 19101-7346

JPMorgan Chase Bank, N.A.

s/b/m/t Chase Bank USA, N.A.

c/o Robertson, Anschutz & Schneid, P.L.

6409 Congress Avenue, Suite 100

Boca Raton, FL 33487-2853

Kandiyohi County

PO Box 936

Willmar MN 56201-0936

Ketchikan Credit Bureau

25 Jefferson Way, Ste 101

Ketchikan AK 99901-5953

Kohls/Capital One

Attn: Credit Administrator

Po Box 3043

Milwaukee WI 53201-3043

LNVV Funding
PO Box 740281
Houston TX 77274-0281

LNVV Funding LLC
Resurgent Capital Services
PO Box 10587
Greenville, SC 29603-0587

MN Dept of Revenue
Attn: Denise Jones
PO Box 64447
Saint Paul MN 55164-0447

Mayo Clinic
Attn: Bankruptcy Department
200 1st St SW
Rochester MN 55905-0002

Midland Credit Management, Inc.
PO Box 2037
Warren, MI 48090-2037

Midland Credit Managment, Inc
2365 Northside Drive
Suite 300
San Diego CA 92108-2710

Midland Fund
Attn: Bankruptcy
350 Camino De La Reine, Suite 100
San Diego CA 92108-3007

NCB Management Services
Attn: Bankruptcy
1 Allied Drive
Feasterville-Trevose PA 19053-6945

PSB Credit Services, Inc.
PO Box 38
Prinsburg, MN 56281-0038

Platinum Supplemental Ins.
137 Main St.
Suite 100
Dubuque IA 52001-7677

Premier Bankcard, LLC
Jefferson Capital Systems LLC Assignee
Po Box 7999
Saint Cloud MN 56302-7999

Prinsbank
12011 Business Park Blvd N
Champlin MN 55316-4526

Quantum3 Group LLC as agent for
CF Medical LLC
PO Box 788
Kirkland, WA 98083-0788

Resurgent Capital Services
Attn: Bankruptcy
Po Box 10497
Greenville SC 29603-0497

SBA Disaster Loan Service Cent
2 North 20th Street, Suite 320
Birmingham AL 35203-4002

STATE OF MINNESOTA PARENTAL FEE PROGRAM
PO BOX 64835
ST PAUL MN 55164-0835

US Trustee
1015 US Courthouse
300 S 4th St
Minneapolis, MN 55415-3070

Verizon
PO BOX 4457
Houston TX 77210-4457

Verizon
by American InfoSource as agent
PO Box 4457
Houston, TX 77210-4457

Danielle Lin
LifeBack Law Firm, PA
6445 Sycamore Ct. North
Maple Grove, MN 55369-6028

Davina Monique Duruji
1373 45th Ave SW,
Willmar, MN 56201-9668

Kyle Carlson
Chapter 13 Trustee
PO Box 519
Barnesville, MN 56514-0519

Quinton Jamahl Duruji
1373 45th Ave SW,
Willmar, MN 56201-9668

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Carris Health
301 Becker Ave SW
Willmar MN 56201

Chase Card Services
Attn: Bankruptcy
P.O. 15298
Wilmington DE 19850

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)PRINSBANK

| | |
|---------------------|----|
| End of Label Matrix | |
| Mailable recipients | 52 |
| Bypassed recipients | 1 |
| Total | 53 |

REVISED 12/15

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re

Case No. 22-41034

Quinton Jamahl Duruji
Davina Monique Duruji
Debtor(s).


SIGNATURE DECLARATION

- ☐ PETITION, SCHEDULES & STATEMENTS
☐ CHAPTER 13 PLAN
☐ VOLUNTARY CONVERSION, SCHEDULES AND STATEMENTS
☐ AMENDMENT TO PETITION, SCHEDULES & STATEMENTS
☒ MODIFIED CHAPTER 13 PLAN
☐ OTHER (PLEASE DESCRIBE: _____)


I [We], the undersigned debtor(s) or authorized representative of the debtor, make the following declarations under penalty of perjury:

1. The information I have given my attorney for the electronically filed petition, statements, schedules, amendments, and/or chapter 13 plan, as indicated above, is true and correct;
2. The Social Security Number or Tax Identification Number I have given to my attorney for entry into the court's Case Management/Electronic Case Filing (CM/ECF) system as a part of the electronic commencement of the above-referenced case is true and correct;
3. **[individual debtors only]** If no Social Security Number was provided as described in paragraph 2 above, it is because I do not have a Social Security Number;
4. I consent to my attorney electronically filing with the United States Bankruptcy Court my petition, statements and schedules, amendments, and/or chapter 13 plan, as indicated above, together with a scanned image of this Signature Declaration;
5. My electronic signature contained on the documents filed with the Bankruptcy Court has the same effect as if it were my original signature on those documents; and
6. **[corporate and partnership debtors only]** I have been authorized to file this petition on behalf of the debtor.

Date: 10/19/2022

X 
Signature of Debtor1 or Authorized Representative

Quinton Jamahl Duruji
Printed Name of Debtor 1 or
Authorized Representative

X 
Signature of Debtor 2

Davina Monique Duruji
Printed Name of Debtor 2